

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

J.D.,

Plaintiff,

v.

BOY SCOUTS OF AMERICA and GREATER NEW  
YORK COUNCILS, BOY SCOUTS OF AMERICA,

Defendants.

Index No.: \_\_\_\_\_

**VERIFIED COMPLAINT****JURY TRIAL DEMANDED**

Plaintiff J.D. ("Plaintiff"), by and through his undersigned attorneys, files this Verified Complaint against Boy Scouts of America and Greater New York Councils, Boy Scouts of America (collectively "Defendants"), and alleges upon his personal knowledge and, where stated, upon information and belief, as follows:

**INTRODUCTION**

1. This is a civil action to recover damages on behalf of Plaintiff J.D., who was sexually abused by Ronald W. Schneyer in the sixties, while Schneyer was the Scoutmaster of Troop 228 in Brooklyn New York.

2. Starting in the early 1900s, the Boy Scouts of America ("BSA") knew that its Scout leaders, volunteers, and members were using their positions to sexually abuse children. By 1935, the Chief Scout Executive of the BSA told the New York Times that almost 1,000 men had already been removed from Scouting because they "undertake to deal with sex matters and become morbid on the subject and sometimes give way to temptation and develop practices which make them degenerates."

3. The BSA refers to its internal files on such men as its “perversion” files. Since that 1935 report in the New York Times, the BSA has tried to keep the “perversion” files a secret. Even worse, for many years the BSA had a policy of destroying “perversion” files even though the files could have helped the BSA understand how so many sexual predators were able to use its Scouting program to groom and to sexually abuse children.

4. The BSA has largely succeeded in keeping the “perversion” files hidden from the public, including Scouts and their parents. While not much is known about the files after 1985, the files that were not destroyed show that the BSA created at least 1,123 “perversion” files between 1965 and 1985 – an average of more than one new “perversion” file a week.

5. While the sheer number of Scout leaders who have been accused of molesting children is striking, particularly given the large percentage that either pled guilty or were found guilty, the number of their victims is overwhelming. Many of the files reflect Scout leaders who allegedly abused multiple children, sometimes more than twenty or thirty children.

6. The BSA refuses to voluntarily release the rest of its “perversion” files, but its own liability expert in another case testified that the files from 1944 through 2016 contain the names of 7,819 Scout leaders and volunteers who have been accused of child sexual abuse. If each accused Scout leader and volunteer abused five children, which is likely a conservative number, the total number of their victims would be close to **40,000**.

7. Despite decades of knowledge that its Scouting program was a magnet for child molesters, the BSA failed to take reasonable steps to protect children from being sexually abused.

8. Even worse, the BSA actively concealed the widespread sexual abuse of young boys that occurred as a direct result of its supposedly “safe” program and “trustworthy” Scout

leaders and volunteers. For example, in 1972, the Boy Scout Executive who oversaw the “perversion” files asked the other Scout Executives to keep the files confidential “because of the misunderstandings which could develop” if the public learned of the files.

9. Based on the BSA's wrongful conduct, a reasonable person could and would conclude that it knowingly and recklessly disregarded the abuse of children and chose to protect its reputation and wealth over those who deserved protection. The result is not surprising: for decades thousands of children were sexually abused by Boy Scout leaders, volunteers, and members. The Plaintiff in this lawsuit is just one of the likely tens of thousands of children who were sexually abused because of the BSA's wrongful conduct.

### **JURISDICTION, VENUE & CVA**

10. Jurisdiction of this Court is found upon C.P.L.R. §§ 301 and 302, in that Defendants are residents of the State, transact business within the State, and/or committed the acts described here within this State.

11. Venue lies in this Court pursuant to C.P.L.R. § 503(a) in that Plaintiff resides herein; and C.P.L.R. § 509 in that Plaintiff has designated Kings County for the trial.

12. This Complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NVCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, Plaintiff's claims were time-barred. The enactment of the CVA allows Plaintiff to pursue restorative justice in New York State.

### **PARTIES**

13. Plaintiff J.D. is a resident of the State of New York, residing in Kings County.

14. At all relevant times, Plaintiff J.D. was one of four siblings being raised by a single mother.

15. While he was a minor, Plaintiff J.D. was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, Plaintiff J.D. is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

16. In the alternative, Plaintiff J.D. will seek a stipulation from the Defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the Defendants full access to information necessary for their defense.

17. Upon information and belief, the BSA is a Texas corporation authorized to do business in New York with its principal office in Irving, Texas.

18. Upon information and belief, at all relevant times the BSA conducted business as the “Boy Scouts of America” or the “Boy Scouts.”

19. Upon information and belief, at all relevant times the BSA authorized local councils and local organizations to charter, sponsor, and operate Boy Scout Troops, Cub Scout Troops, and other types of Troops throughout New York, including Plaintiff’s troop, Troop 228, based in Brooklyn, NY.

20. The BSA, the local councils, and the local organizations would collectively select the leaders and volunteers of each Boy Scout Troop and Cub Scout Troop in New York, including the leaders and volunteers of Plaintiff’s Troop. The BSA and the local councils also would collectively select the leaders, counselors, and volunteers of each Boy Scout Camp, including Alpine Scout Camp.

21. However, the BSA retained and exercised the ultimate authority to decide who

could be a leader or volunteer of any Boy Scout Troop or Cub Scout Troop, including the leaders and volunteers of Plaintiff J.D.'s Troop when he was sexually abused. The BSA also retained and exercised the ultimate authority to decide who could be a leader, counselors, or volunteer at any Boy Scout Camp, including the leaders, counselors, or volunteers at Alpine Scout Camp when Plaintiff was sexually abused.

22. The BSA also had the right to control the means and manner of the staffing, operation, and oversight of any Boy Scout Troop, Cub Scout Troop, other type of Troop, including Plaintiff's Troop, as well as the staffing, operation, and oversight of any Boy Scout Camp, including Alpine Scout Camp, when Plaintiff was sexually abused.

23. In exchange for BSA's name, programming, and endorsement, the leaders, volunteers, and members of every Boy Scout Troop, Cub Scout Troop, or other Troop affiliated with the BSA in the United States, including New York, would pay the BSA an annual membership fee, including the leaders, volunteers, and members of Plaintiff's Troop when he was sexually abused.

24. In exchange for the opportunity to participate in the BSA's programming and activities, including attending Alpine Scout Camp, the child members of every Boy Scout Troop, Cub Scout Troop, and other Troop affiliated with the BSA in the United States, including those in New York, would pay the BSA an annual membership fee, including Plaintiff when he was a child member.

25. Upon information and belief, Ronald W. Schneyer ("Schneyer") was a Boy Scout leader or volunteer that the BSA used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in Plaintiff J.D.'s Boy Scout Troop. In addition, BSA used and relied upon Schneyer as a camp counselor at Alpine Scout Camp.

26. During the time that Schneyer served as a Boy Scout leader, camp counselor, or volunteer for the BSA, he used his position to sexually abuse Plaintiff J.D.

27. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Schneyer used his position as a Boy Scout leader, camp counselor, or volunteer to sexually abuse Plaintiff J.D., such entity, corporation, or organization is hereby on notice that it is intended to be a Defendant in this lawsuit.

28. To the extent the BSA is a successor to a different entity, corporation, or organization which existed during the period of time during which Schneyer used his position as a Boy Scout leader, camp counselor, or volunteer to sexually abuse Plaintiff J.D., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a Defendant in this lawsuit.

29. All such BSA-related entities, corporations, or organizations are collectively referred to herein as the “BSA.”

30. Upon information and belief, at all relevant times Defendant the Greater New York Councils, Boy Scouts of America (“GNY Council”), was a New York corporation organized under New York law that transacted business throughout New York State, and in particular the five boroughs of New York City.

31. Upon information and belief, the GNY Council is currently a corporation organized under New York law with its principal office in New York, New York.

32. Upon information and belief, at all relevant times the GNY Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of Plaintiff J.D. when he was sexually abused by Schneyer.

33. Upon information and belief, Ronald W. Schneyer was a Boy Scout leader, camp counselor, or volunteer that the GNY Council used and relied upon as a Scout leader, camp counselor, or volunteer to serve the Boy Scouts at Troop 228, based in Brooklyn, NY.

34. During the time that Schneyer served as a Boy Scout leader, camp counselor, or volunteer for the GNY Council, he used his position as a Boy Scout leader, camp counselor, or volunteer sexually abuse Plaintiff J.D.

35. To the extent that the GNY Council was a different entity, corporation, or organization during the period of time in which Schneyer used his position to sexually abuse Plaintiff J.D., such entity, corporation, or organization is hereby on notice that it is intended to be a Defendant in this lawsuit.

36. To the extent the GNY Council is a successor to a different entity, corporation, or organization which existed during the period of time during which Schneyer used his position to sexually abuse Plaintiff J.D., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a Defendant in this lawsuit.

37. All such GNY Council-related entities, corporations, or organizations are collectively referred to herein as the “GNY Council.”

38. Upon information and belief, at all relevant times the BSA and the GNY Council owned and operated Alpine Scout Camp located in Alpine, New Jersey, and they hired, supervised, and retained the staff, leaders, and volunteers who operated, coordinated, and supervised the camp, including Ronald W. Schneyer.

39. Upon information and belief, the BSA and the GNY Council used the camp to promote and benefit their Scouting program, including during the times that Plaintiff J.D. attended the camp and was sexually abused at the camp, and both Defendants generated revenue

from the camp operations, including fees paid by Plaintiff J.D. and his family so he could attend the camp and participate in its activities.

40. The BSA “perversion file” on Schneyer indicates that he was connected with the BSA and GNY Council from 1957 until February 1965.

41. Upon information and belief, on or about February 12, 1965, two unidentified boy scouts in Troop 228 in Brooklyn (Plaintiff J.D.’s troop) reported Schneyer to the BSA and GNY Council for sexual misconduct.

42. Upon information and belief, Schneyer was also reported to the police, and ultimately pled guilty on March 8, 1965 to “impairing the morals of a minor.”

### **FACTUAL ALLEGATIONS**

43. Plaintiff J.D. repeats and re-alleges the allegations regarding the BSA and the GNY Council from the “Introduction” and the “Parties” sections, above, including the fact that the BSA knew for decades that Scout leaders, camp counselors, and volunteers were using their positions to sexually abuse children throughout New York.

44. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the GNY Council, including the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area that the BSA assigned to the GNY Council.

45. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the GNY Council, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled the GNY Council.

46. Upon information and belief, at all relevant times the BSA was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the



GNY Council, including those positions that were responsible for ensuring that Plaintiff J.D. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

47. Upon information and belief, at all relevant times the BSA was responsible for and did the recruitment and staffing of volunteers for the GNY Council, including those positions that were responsible for ensuring that Plaintiff J.D. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

48. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the GNY Council, including any policies and procedures regarding the danger of Scouts being sexually abused by Scout leaders, camp counselors, or volunteers and how to protect children from that danger.

49. Upon information and belief, at all relevant times the BSA held itself out to the public as the owner of the GNY Council.

50. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the GNY Council, including the services of Ronald W. Schneyer and the services of those who managed and supervised Schneyer.

51. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer, including its leaders, camp counselors, and volunteers.

52. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer, including its policies and

procedures requiring the sexual abuse of children.

53. Upon information and belief, at all relevant times the GNY Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area of New York that it was assigned by the BSA, including the Boy Scout Troop that plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer.

54. Upon information and belief, at all relevant times the GNY Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

55. Upon information and belief, at all relevant times the GNY Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that Plaintiff J.D. belonged to, as well as the camp counselors at Alpine Scout Camp, when he was sexually abused by Ronald W. Schneyer.

56. Upon information and belief, at all relevant times the GNY Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer.

57. Upon information and belief, at all relevant times the GNY Council held itself out to the public as the owner of the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer.

58. Upon information and belief, at all relevant times the GNY Council materially benefited from the operation of the Boy Scout Troop that Plaintiff J.D. belonged to when he was

sexually abused by Ronald W. Schneyer, including the services of Ronald W. Schneyer and the services of those who managed and supervised Schneyer.

59. Upon information and belief, at all relevant times the GNY Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer, including its leaders and volunteers.

60. Upon information and belief, at all relevant times the GNY Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff J.D. belonged to when he was sexually abused by Ronald W. Schneyer, including its policies and procedures requiring the sexual abuse of children.

61. Upon information and belief, at all relevant times Schneyer was a Scoutmaster, camp counselor, or volunteer of the BSA.

62. Upon information and belief, at all relevant times Schneyer was on the staff of, acted as an agent of, or served as an employee or volunteer of the BSA.

63. Upon information and belief, at all relevant times Schneyer was acting in the course and scope of his position with the BSA.

64. Upon information and belief, at all relevant times Schneyer was a Scoutmaster, camp counselor, or volunteer of the GNY Council.

65. Upon information and belief, at all relevant times Schneyer was on the staff of, was an agent of, or served as an employee or volunteer of the GNY Council.

66. Upon information and belief, at all relevant times Schneyer was acting in the course and scope of his position with the GNY Council.

67. When Plaintiff J.D. was a minor, he registered with the BSA and the GNY

Council and paid them a fee to participate as a member of one of their Boy Scout Troops and to attend their Boy Scout camp.

68. At all relevant times, the BSA and the GNY Council, their agents, servants, and employees, held Schneyer out to the public, to Plaintiff J.D., and to his mother, as their agent.

69. At all relevant times, the BSA and the GNY Council, their agents, servants, and employees, held Schneyer out to the public, to Plaintiff J.D., and to his mother, as having been vetted, screened, and approved by those Defendants.

70. At all relevant times, Plaintiff J.D. and his mother reasonably relied upon the acts and representations of the BSA and the GNY Council, their agents, servants, and employees, and reasonably believed that Schneyer was an agent of those Defendants who was vetted, screened, and approved by those Defendants.

71. At all relevant times, Plaintiff J.D. and his mother trusted Schneyer because the BSA and the GNY Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Plaintiff J.D.

72. At all relevant times, Plaintiff J.D. and his mother believed that the BSA and the GNY Council would exercise such care as would a parent of ordinary prudence in comparable circumstances when those Defendants assumed supervision, care, custody, and control of Plaintiff J.D.

73. Ronald W. Schneyer sexually abused Plaintiff J.D. when Schneyer was a Boy Scout leader of Troop 228 and adult camp counselor at Alpine Scout Camp.

74. The abuse occurred in the basement of a Protestant church on 8th Avenue between 10th and 11th Streets in Brooklyn. The basement is where the normal meetings of Troop 228 were held.

75. In or about the Summer of 1962-63, Plaintiff J.D. was fraudulently induced to enter the basement area of the Church for what he was told was a boy scout meeting. There was no such meeting. Upon Plaintiff J.D.'s entry into the basement, Schneyer turned off the lights and grabbed Plaintiff J.D. from behind. Schneyer's penis was exposed and erect. Schneyer grabbed Plaintiff J.D. and forced J.D.'s hand onto Schneyer's penis, directing him to masturbate Schneyer. When Plaintiff J.D. resisted, Schneyer forced J.D.'s hand to stroke his penis until Schneyer ejaculated. Schneyer then ordered Plaintiff J.D. to place his mouth on Schneyer's erect penis. Plaintiff J.D. refused, then broke free and ran out of the basement up the stairs and outside. Plaintiff J.D. was only 11-12 years old at the time.

76. Based on the representations of the BSA and the GNY Council that Schneyer was safe and trustworthy, Plaintiff J.D. and his mother allowed Plaintiff J.D. to be under the supervision of, and in the care, custody, and control of, the BSA and the GNY Council, including during the times when Plaintiff J.D. was sexually abused by Schneyer.

77. Based on the representations of the BSA and the GNY Council that Schneyer was safe and trustworthy, Plaintiff J.D. and his mother allowed J.D. to be under the supervision of, and in the care, custody, and control of, Schneyer, including during the times when Plaintiff J.D. was sexually abused by Schneyer.

78. Neither Plaintiff J.D. nor his mother would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the GNY Council, or Schneyer if the BSA or the GNY Council had disclosed to Plaintiff J.D. or his mother that Schneyer was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiff J.D. in that Schneyer was likely to sexually abuse Plaintiff J.D.

79. Neither Plaintiff J.D. nor his mother would have paid the BSA or the GNY

Council to allow him to be a member of their Boy Scout Troop if the BSA or the GNY Council had disclosed to Plaintiff J.D. or his mother that Schneyer was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiff J.D. in that Schneyer was likely to sexually abuse Plaintiff J.D.

80. Neither Plaintiff J.D. nor his mother would have paid the BSA or the GNY Council to allow him to be a member of their Boy Scout Troop if the BSA or the GNY Council had disclosed to Plaintiff J.D. or his mother that the BSA knew for decades that hundreds or thousands of sexual predators, like Schneyer, were using their position as a Scout leader, camp counselor, or volunteer to groom and to sexually abuse children.

81. No parent of ordinary prudence in comparable circumstances would have allowed Plaintiff J.D. to be under the supervision of, or in the care, custody, or control of, the BSA, the GNY Council, or Schneyer if the BSA or the GNY Council had disclosed to Plaintiff J.D. or his mother that Schneyer was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiff J.D. in that Schneyer was likely to sexually abuse him.

82. At the aforesaid time and place, Schneyer exploited the trust and authority vested in him by the BSA and the GNY Council by grooming Plaintiff J.D. to gain his trust and to obtain control over him as part of Schneyer's plan to sexually molest and abuse Plaintiff J.D. and other children, including those who participated in the Scouting program offered by the BSA and the GNY Council.

83. Schneyer used his position of trust and authority as a Scout leader, camp counselor, or volunteer of the BSA and of the GNY Council to groom Plaintiff J.D. and to sexually abuse him multiple times, including when Plaintiff J.D. was under the supervision of, and in the care, custody, or control of, the BSA, the GNY Council, and Schneyer.

84. Upon information and belief, prior to the times mentioned herein, Schneyer was a known sexual abuser of children.

85. Upon information and belief, at all relevant times, Defendants, their agents, servants, and employees, knew or should have known that Schneyer was a known sexual abuser of children.

86. Upon information and belief, at all relevant times, it was reasonably foreseeable to Defendants, their agents, servants, and employees that Schneyer's sexual abuse of children would likely result in injury to others, including the sexual abuse of Plaintiff J.D. and other children by Schneyer.

87. Upon information and belief, in approximately ++++++, Defendants, their agents, servants, and employees knew or should have known that Schneyer was sexually abusing Plaintiff J.D. and other children at GNY Council and elsewhere.

88. Upon information and belief, Defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Schneyer of Plaintiff J.D. was ongoing.

89. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, knew or should have known before and during Schneyer's sexual abuse of Plaintiff J.D. that Scout leaders, camp counselors, volunteers, and other persons serving the BSA and the GNY Council had used their positions with those Defendants to groom and to sexually abuse children.

90. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, knew or should have known before and during Schneyer's sexual abuse of Plaintiff J.D. that such Scout leaders, volunteers, and other persons could not be "cured" through treatment or counseling.

91. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, concealed the sexual abuse of children by Schneyer in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him and other Scout leaders and volunteers from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Schneyer and other abusers in their ranks would continue to molest children.

92. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Schneyer would use his position with the Defendants to sexually abuse children, including Plaintiff J.D.

93. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, disregarded their knowledge that Schneyer would use his position with them to sexually abuse children, including Plaintiff J.D.

94. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, acted in concert with each other or with Schneyer to conceal the danger that Schneyer posed to children, including Plaintiff J.D., so that Schneyer could continue serving them despite their knowledge of that danger.

95. Upon information and belief, the BSA and the GNY Council, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Plaintiff J.D., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

96. Upon information and belief, the BSA and the GNY Council, their agents,



servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the GNY Council in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those Scout leaders, volunteers, and other persons would continue to molest children.

97. By reason of the wrongful acts of the BSA and the GNY Council as detailed herein, Plaintiff J.D. sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Plaintiff J.D. has and/or will become obligated to expend sums of money for treatment.

### **CAUSES OF ACTION**

#### **COUNT I** **Negligence**

98. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

99. The BSA and the GNY Council had a duty to take reasonable steps to protect Plaintiff J.D., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

100. The BSA and the GNY Council also had a duty to take reasonable steps to prevent Schneyer from using the tasks, premises, and instrumentalities of his position with the Defendants to target, groom, and sexually abuse children, including Plaintiff J.D.

101. The BSA and the GNY Council were supervising Plaintiff J.D., and had care, custody, and control of Plaintiff J.D., when he was a paying member of their Boy Scout Troop or participating in their Scouting activities, including when he attended Alpine Scout Camp, during which time those Defendants had a duty to take reasonable steps to protect him.

102. These circumstances created a special relationship between the BSA and Plaintiff J.D., and between the GNY Council and Plaintiff J.D., which imposed on each of those Defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

103. The BSA and the GNY Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Schneyer from harming Plaintiff J.D., including sexually abusing him.

104. In breaching their duties, including hiring, retaining, and failing to supervise Schneyer, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Plaintiff J.D., his mother, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Plaintiff J.D. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNY Council created a risk that Plaintiff J.D. would be sexually abused by Schneyer. The BSA and the GNY Council through their actions and inactions created an environment that placed Plaintiff J.D. in danger of unreasonable risks of harm under the circumstances.

105. In breaching their duties, including hiring, retaining, and failing to supervise Schneyer, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from

sexual abuse and other harm, failing to warn Plaintiff J.D., his mother, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Plaintiff J.D. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNY Council acted willfully and with conscious disregard for the need to protect Plaintiff J.D. The BSA and the GNY Council through their actions and inactions created an environment that placed Plaintiff J.D. in danger of unreasonable risks of harm under the circumstances.

106. It was reasonably foreseeable that Defendants' breach of these duties of care would result in the sexual abuse of Plaintiff J.D.

107. Defendants are also liable for the conduct of Schneyer and others under the law of vicarious liability, including the doctrine of respondeat superior.

108. As a direct and proximate result of the acts and omissions of the BSA and the GNY Council, Schneyer groomed and sexually abused Plaintiff J.D., which has caused Plaintiff J.D. to suffer general and special damages as more fully described herein.

## **COUNT II**

### **Gross Negligence**

109. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

110. Defendants breached the duty of care to Plaintiff J.D. in that their conduct deviated grossly from good and accepted practices and standards in the industry, and deviated from the caliber and competency level of work reasonably expected to be performed by similarly-situated skilled, competent and prudent companies and individuals.

111. Defendants' conduct evinced a reckless disregard for Plaintiff J.D.'s (and the other victims') rights and smacks of intentional wrongdoing.

112. Defendants are also liable for the conduct of Schneyer and others under the law of vicarious liability, including the doctrine of respondeat superior.

113. The negligence, gross negligence, recklessness and other culpable conduct of Defendants in violation of the duty of care was the direct and proximate cause of the injuries and damages sustained by Plaintiff J.D.

114. The conduct of Defendants was both reckless and outrageous, entitling Plaintiff J.D. to an award of punitive damages.

### **COUNT III**

#### **Assault**

115. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

116. Schneyer and others intentionally placed Plaintiff J.D. in apprehension of imminent harmful and offensive conduct.

117. Defendants are liable for the conduct of Schneyer and others under the law of vicarious liability, including the doctrine of respondeat superior.

118. As a direct result of conduct described herein, Plaintiff J.D. has suffered the injuries and damages described herein.

119. The conduct of Defendants was both reckless and outrageous, entitling J.D. to an award of punitive damages.

### **COUNT IV**

#### **Battery**

120. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

121. Schneyer and others intentionally made bodily contact with Plaintiff J.D. that was offensive in nature.

122. Such contact was made without Plaintiff J.D.'s consent.

123. Defendants are liable for the conduct of Schneyer and others under the law of vicarious liability, including the doctrine of respondeat superior.

124. As a direct result of conduct described herein, Plaintiff J.D. has suffered the injuries and damages described herein.

125. The conduct of Defendants was both reckless and outrageous, entitling Plaintiff J.D. to an award of punitive damages.

### **COUNT V**

#### **Negligent & Intentional Infliction of Emotional Distress**

126. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

127. The BSA and the GNY Council engaged in reckless, extreme, and outrageous conduct by providing Schneyer with access to children, including Plaintiff J.D., despite knowing that he would likely use his position to groom and to sexually abuse them, including Plaintiff J.D. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

128. The BSA and the GNY Council engaged in reckless, extreme, and outrageous conduct by representing to Plaintiff J.D. and his family that Schneyer was safe and trustworthy, and that all Scout leaders and volunteers were safe and trustworthy, despite the fact that these Defendants knew that sexual predators, like Schneyer, were using their positions in Scouting to groom and to sexually abuse children. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that

would follow.

129. As a result of this reckless, extreme, and outrageous conduct, Schneyer used his position with the Defendants to gain access to Plaintiff J.D. and to sexually abuse him.

130. The BSA and the GNY Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Plaintiff J.D. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

131. Defendants are also liable for the conduct of Schneyer and others under the law of vicarious liability, including the doctrine of respondeat superior.

132. As a direct result of conduct described herein, Plaintiff J.D. has suffered the injuries and damages described herein.

133. The conduct of Defendants was both reckless and outrageous, entitling Plaintiff J.D. to an award of punitive damages.

#### **CPLR 1603 – NO APPORTIONMENT OF LIABILITY**

134. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding Defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

#### **JURY TRIAL DEMANDED**

135. Plaintiff demands a jury trial on all claims asserted herein. Pursuant to §4 of the New York Child Victims Act, Plaintiff is entitled to a trial preference.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff requests that judgment be entered against Defendants, ordering that:

- A. Plaintiff is awarded compensatory, punitive, and exemplary damages for past and future pain and suffering and past and future emotional distress and mental anguish, in an amount to be ascertained by the trier of fact;
- B. Defendants pay for the costs of future counseling, therapy, and medical treatment related to the injuries described above;
- C. Plaintiff is awarded pre-judgment and post-judgment interest;
- D. Defendants pay Plaintiff's reasonable costs and attorneys' fees; and
- E. All other relief the court deems necessary and equitable.

Dated: White Plains, New York  
September 13, 2019

**LOWEY DANNENBERG, P.C.**

By: 

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*Counsel for Plaintiff*

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*Co-Counsel for Plaintiff*



ATTORNEY VERIFICATION

STATE OF NEW YORK                    )  
                                              )ss.:  
COUNTY OF WESTCHESTER        )

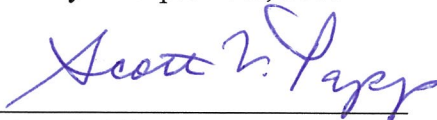
BARBARA HART, being duly sworn, deposes and says;

I am an attorney at law duly admitted to practice law in the courts of the State of New York and I am a member of the law firm of Lowey Dannenberg, P.C., counsel for the plaintiff in the within matter. I have read the annexed Verified Complaint, know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true. My belief, as to those matters not stated upon knowledge, is based upon material contained in my file.

The reason why I make this verification is that my client is not located within the County where I maintain my office.

  
BARBARA J. HART, ESQ.

Sworn to before me this  
13th day of September, 2019

  
Notary Public

SCOTT V. PAPP  
Notary Public, State of New York  
No. 02PA6210401  
Qualified in New York County  
Commission Expires: 8.17.21